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AGREEMENT BETWEEN

**THE SCIOTO COUNTY
SHERIFF'S OFFICE**

AND

**THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

2014-MED-10-1471

2014-MED-10-1474

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JANUARY 1, 2015 – DECEMBER 31, 2017

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ARTICLE 1: PREAMBLE

- A. **This Agreement, entered into by the Scioto County Sheriff's Office**, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Labor Council", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the Bargaining Unit as defined herein.

ARTICLE 2: RECOGNITION

- A. The Employer hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive Bargaining agent for the purposes of collective Bargaining on matters related to wages, hours, terms and conditions for all members in the Bargaining units. The Bargaining units shall consist of:

Bargaining Unit (A): All full time deputy sheriffs sworn under 311.04 of the Revised Code employed by the Scioto County Sheriff below the rank of Sergeant including Matron (Deputy) and Deputy. Excluded are the Sheriff, Deputy Sheriffs of the rank of Sergeant and above, and all other employees. Cross Ref: 94-RC-06-1300 and 84-RC-11-2478.

Bargaining Unit (B): All full-time Sergeants. Excluded are the Sheriff, Chief Deputy, Deputies, and all other employees. Cross Ref: 92-REP-11-0275.

Bargaining Unit (C): All full-time Dispatchers. Excluded are the Sheriff, Chief Deputy, Sergeants and above, and all other employees. Cross Ref: 92-REP-11-0273.

Bargaining Unit (D): All full-time Clerk/Secretaries and Cooks. Excluded are the Sheriff, Chief Deputy, Sergeants and above, Deputies, Dispatchers, and all other employees. Cross Ref: 92-REP-11-0274.

Bargaining Unit (E): All full time Correctional Officers. Excluded are the Sheriff, Chief Deputy, Captains, Sergeants, Deputies, Dispatchers, Clerk/Secretaries and Cooks, and all civilian fiduciary employees.

Bargaining Unit (F): All full-time Civilian Sergeants. Excluded are the Sheriff, Chief Deputy, Sergeants and above, Deputies, and all other employees.

- B. Upon the creation of any new classifications in the Office, the Employer and the Labor Council shall meet within thirty (30) days of the establishment of the position to enter into an Agreement as to whether or not it is proper to place the position into the Bargaining Unit. If the Employer and the Labor Council cannot agree on the above, the matter shall be submitted to SERB for determination.

ARTICLE 3: UNION REPRESENTATION

- A. Representative(s) of the Labor Council shall be admitted to the Employer's facilities for the purpose of investigating and processing grievances or attending meetings as permitted herein. Upon arrival, the Labor Council Representative shall identify himself to the Employer or the Employer's designated representative.
- B. The Employer shall recognize three (3) employees to act as Labor Council stewards for Bargaining Unit A, and one (1) steward each for the other five (5) units listed in Article 2: Recognition for the purpose of processing grievances in accordance with the Grievance Procedure. Stewards shall be recognized as representatives, as provided herein.
- C. The Labor Council shall provide to the Employer an official roster of its officers and Local Stewards which is to be kept current at all times and shall include the following:
 - 1. Names
 - 2. Address
 - 3. Home Telephone Number
 - 4. Union Office Held

No employee shall be recognized by the Employer as a Labor Council Representative until the Union has presented the Employer with written certification of that person's selection.

- D. Rules governing the activity of Labor Council Representatives are as follows:
 - 1. The Labor Council agrees that no official of the Labor Council, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees except when the Sheriff or his designee has given his approval. The Labor Council further agrees not to conduct Labor Council business during working hours, except to the extent specifically authorized herein.
 - 2. The FOP shall not conduct Labor Council activities in any work areas without notifying the supervisor in charge of that area of the nature of the Labor Council activity, and receiving permission to do so.
 - 3. The Union employee official (President, Vice-President or Steward) shall cease activities immediately upon the request of the supervisor of the area where the Labor Council activity is being conducted or upon the request of the employee's immediate supervisor.

ARTICLE 4: NON-DISCRIMINATION

- A. Neither the Employer nor the FOP shall discriminate against any Bargaining Unit employee on the basis of age, sex, race, color, creed, handicap, national origin, veteran status or disability. The FOP shall share equally with the provision of the Agreement.
- B. Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity (EEOC) or the Ohio Civil Rights Commission (OCR), such matter shall not be appealable through both the EEOC, OCR and the grievance procedure contained in this Agreement. The Employer, the employee and their representatives, however, may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency. An appeal to the EEOC and/or OCR precludes the filing of a grievance to arbitration.
- C. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- D. The Employer and the Union agree to abide by the Americans with Disabilities Act of 1990 in implementing the provisions of this Agreement.

ARTICLE 5: BULLETIN BOARDS

- A. The Employer shall provide bulletin board space for use by the employees in the Labor Council Bargaining Unit(s). Material posted on the board shall relate only to Labor Council meetings, elections, social events and reports and decisions affecting the employees in the Bargaining Unit (s).

- B. It is understood that no material may be posted on the Union bulletin board at any time, which contains the following:
 - 1. personal attacks upon any other member or any other employee;
 - 2. scandalous, scurrilous or derogatory attacks upon the administration;
 - 3. attacks on any other employee organization; and
 - 4. attacks on and/or favorable comments regarding a candidate for public office.

The Employer has the right to remove objectionable material for just cause. Any material so removed shall be given to an FOP Steward.

- C. No FOP related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union.

ARTICLE 6: MANAGEMENT RIGHTS

A. The Employer possesses the sole right to operate the Office and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as limited by the terms and conditions set forth in this Agreement:

- 1 Determine matters of inherent managerial policy, which include but are not limited to areas of discretion or policy, such as functions and programs of the Office, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of operations and programs;
4. Determine the overall methods, process, means or personnel by which operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the workforce;
7. Determine the overall mission of the Office as a Unit of government;
8. Effectively manage the workforce; and
9. Take actions to carry out the mission of the Office as a governmental unit.

B. The FOP recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the function of the Employer.

ARTICLE 7: SEVERABILITY

- A. This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provisions shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

- B. The parties agree that should a court of competent jurisdiction find any provision of this Agreement to be invalid, that they will schedule a meeting within fourteen (14) days at a mutually agreeable time to discuss alternative language.

ARTICLE 8: GRIEVANCE PROCEDURE

- A. The Employer and the Labor Council recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. Such procedure shall be available to all employees except those on probation as a new hire and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

- B. The term "grievance" shall mean an allegation by a Bargaining Unit employee or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement, or claim arising as a result of disciplinary action. It is agreed that written and oral reprimands are grievable only through step one (1) and two (2) and may not be appealed to arbitration. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement. Where the alleged grievance is of the nature that it qualifies for appeal under the rules of the EEOC or the Ohio Civil Rights Commission, the aggrieved employee shall utilize that appeal procedure in accordance with the rules of that body and the alleged grievance shall not be appealable in accordance with the terms of this Section.

- C. All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer.

Any grievances not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

- D. It is the mutual desire of the Employer and the FOP to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the FOP to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall apply:

1. STEP 1 - IMMEDIATE SUPERVISOR

A member having an individual grievance will first attempt to resolve it informally with the immediate supervisor assigned to his shift. Such attempt at informal resolution shall be made by the member grievant within ten (10) calendar days following the events or circumstances giving rise to the grievance, or within ten (10) calendar days of when the events or circumstances should have been known by the member grievant. Grievances brought to the attention of the supervisor (except as otherwise provided herein) beyond the ten (10) calendar day limit shall not be considered. At this step, there is no requirement that the grievance be submitted or responded to in writing, however, a short form indicating that Step 1

has been implemented will be signed by both parties. A grievance representative may accompany the grievant should the latter request his attendance. If a supervisor grants a grievance at verbal levels, written acknowledgement of granting such grievance must be furnished. If the member is not satisfied with the oral response from his immediate supervisor, which shall be given within ten (10) calendar days of submission of the grievance at this step, he may pursue the formal steps, which follow. Before a grievance and proposed solution is placed in writing pursuant to Step 2, such grievance shall be screened by the grievance chairman, or appropriate alternate if the employee intends to use Labor Council representation in the procedure.

2. STEP 2 - SHERIFF

- A. Should the member-grievant not be satisfied with the answer in Step 1, within ten (10) calendar days thereafter he may appeal the grievance to the Step 2 by delivering a copy of the Grievance Form, containing the written responses at the prior step and any other pertinent documents, to the Sheriff or his designee. The Sheriff shall date the form accurately showing the date his office received the form.
- B. Within ten (10) calendar days of his receipt of the Grievance Form, the Sheriff or his designated representative for this purpose shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievance chairman and the employee. The employee may bring the appropriate grievance representative(s) to the meeting. The Sheriff and the employee may bring any appropriate witnesses.
- C. In the meeting called for at this step, the Sheriff or his representative designated for this purpose shall hear a full explanation of the grievance and the material facts relating thereto.

3. STEP 3 - ARBITRATION

- A. If the grievance is not satisfactorily settled in Step 2, the Labor Council may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within twenty-one (21) calendar days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.
- B. Upon receipt of a request for arbitration, the Employer and the representative of the Labor Council shall within ten (10) calendar days following the request for arbitration jointly agree to request a list of seven impartial arbitrators from FMCS or Arbitration Mediation Services (AMS). The parties shall agree on a submission Agreement outlining the specific issues to be determined by the arbitrator within fifteen (15) calendar days from the date the list of seven (7) arbitrators is received.

The parties shall use the alternate strike method from the list of seven arbitrators submitted to the parties from the FMCS or AMS, and split the cost of the list from FMCS or AMS. The party requesting the arbitration shall be the first to strike a name from the list, and then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option for just cause to completely reject the list of names once and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS or AMS.

- C. The arbitrator shall hold the arbitration promptly and issue his decision within reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question.
- D. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.
- E. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any other time than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or past practices in conflict with this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension the arbitrator shall have the authority to modify said discipline. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator on the same day.
- F. The decision of the arbitrator shall be final and binding upon both parties. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the service of the arbitrator shall be paid by the losing party. Expenses of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one;

such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of the transcript.

G. All grievances should contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed;
4. Date grievance was filed in writing;
5. Date and time grievance occurred;
6. The location where the grievance occurred;
7. A description of the incident giving rise to the grievance;
8. Specific articles and sections of the Agreement violated; and
9. Desired remedy to resolve the grievance.

H. A grievance may be brought by any employee covered by this Agreement. Where a group of Bargaining employees desire to file a grievance involving any incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance. Such grievance will be submitted at Step 2 of this procedure.

I. Representatives in Meetings.

In each step of the grievance procedure outlined in this Article, certain specific representatives are given approval to attend the meeting therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties, that in the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial that other persons not specifically designated be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the grievance procedure, but only upon advance mutual Agreement among the parties specifically designated to attend that such additional representative or representatives has input which may be beneficial in attempting to bring resolution to the

grievance. The designated employee representatives of the Labor Council, the aggrieved party or any employee required to testify at any step, shall be permitted to attend any and all meetings while on duty without loss of any pay or benefits. If any meetings fall outside the work hours of the representative, he shall not be compensated by the Employer.

J. Grievance Form.

The Employer and the Labor Council shall develop a grievance form. Such forms will be supplied by the Employer. The grievance form will be made available to the grievance representatives and employees.

K. Employees may not appeal probationary removals through this grievance procedure nor shall they be entitled to appeal any removals during which the initial probationary period was mutually extended.

L. Exclusiveness.

This grievance procedure shall be the exclusive method of resolving grievances except as otherwise provided in this Section.

M. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

ARTICLE 9: DISCIPLINE

- A. No employee shall be reduced in pay or position, suspended, discharged, transferred, removed, or disciplined in any way, except for just cause. Forms of disciplinary action are:
1. Verbal warning
 2. Written reprimand
 3. Employees whom receive a written reprimand may lose their shift preference for a maximum of six (6) months.
 4. Short-term suspension without pay (less than five days)
 5. Long-term suspension without pay (not to exceed thirty (30) days)
 6. Temporary reassignment, (not to exceed sixty (60) calendar days) (optional)
 7. Reduction in classification (demotion) and/or discharge from employment.
 8. Discharge from employment

Employees who are suspended, or receive a disciplinary reassignment, or reduction in classification may lose their shift preference for a maximum of twelve (12) months. The loss of said shift preference is for the purpose of training and maximum supervision.

The loss of shift preference begins on the first date of suspension, demotion or reassignment or on the date the reprimand is issued and will terminate 6 months or 12 months later, or any other mutually agreed time as applicable.

- B. Except in extreme instances wherein the employee's action is of a serious nature, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. In serious instances, the Employer may adjust the penalty to fit the severity of the incident or act committed by the Bargaining Unit member.
- C. Any time the Employer or any of his representatives has reason to discipline an employee; it shall be done in a manner that will not embarrass the employee before other employees or the public. The employer will attempt to conclude all disciplinary investigations within six (6) months of obtaining knowledge of the act or acts committed.
- D. Whenever the Employer or his designee determines that an employee may be disciplined for just cause (including suspensions, reductions, temporary reassignment or termination) a, pre-discipline conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. Should circumstances dictate the immediate removal of the employee from the workplace, the employee shall be suspended with pay, and the pre-disciplinary conference will be held within a reasonable time at the conclusion of a thorough investigation.
- E. Pre-disciplinary conferences will be conducted by a neutral Office supervisor selected from those supervisors not directly in the chain of command of the employee, or by a neutral selected from outside the Office. The employee can request an outside neutral

be appointed however, the employee must make the request in writing immediately upon receiving written notification of the pre-disciplinary conference notice. The Employer, or his designee, shall select the neutral.

- F. Not less than twenty-four (24) hours prior to the scheduled starting time of the pre-disciplinary conference, the Employer will provide to the employee a written outline of the charges, which may be the basis for disciplinary action. (Upon request disclosure of all evidence and documentation to be used at the pre-disciplinary hearing.) The employee must choose to: (1) appear at the conference to present an oral or written statement in his or her defense or (2) appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference.

The employee may request a 48-hour continuance without pay.

- G. At the pre-disciplinary conference, the neutral will ask the employee or his or her representative to respond to the allegations of misconduct which were outlined to the employee.
- H. At the conference the employee and the Employer may present any testimony, witnesses, or documents, which explain whether or not, the alleged conduct occurred. The employee may be represented by any person he or she chooses from the FOP, OLC, Inc.. Each side shall provide a list of witnesses to the neutral as far in advance as possible, but not later than one (1) hour prior to the pre-disciplinary conference. It is the employee's responsibility to notify witnesses that their attendance is desired. The Employer will cooperate in seeing that employee witnesses are available for conferences.

The employee, the Employer and/or his or her representative will be permitted to confront and cross-examine witnesses. A written report will be prepared by the neutral concerning the evidence presented at the hearing, and concluding as to whether or not the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the neutral's report will be provided to the employee within five (5) days following its preparation.

Disciplinary action may be appealed through the grievance procedure, at the level, which involves the Sheriff directly.

- I. Probationary removals and any removals during which the initial probationary period was mutually extended are not appealable under this Agreement, nor require a pre disciplinary hearing. Promotional probationary removals are not appealable to arbitration through the grievance procedure.

ARTICLE 10: PERSONNEL FILES

- A. Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. An employee shall be entitled to have a representative of his choice accompany him during such review.
- B. If an unfavorable statement or notation is in the file; the employee shall be given the right to place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's personnel file.
- C. Oral warnings shall cease to have force and effect one year from the date of issuance thereof, and shall be removed from the employee's file, provided, however, there has been no intervening discipline. In the event that there is intervening discipline, then the elapsing of the one year shall be nullified and commence again from the date of the last discipline. Written reprimands shall cease to have force and effect eighteen (18) months from the date of the issuance thereof unless there has been intervening discipline of a written nature in which case, the elapsing of the eighteen (18) months shall be nullified and commence again from the date of the last discipline. All other disciplinary action shall cease to have force and effect two (2) years from the date of issuance and shall, upon request of the employee, be removed from the personnel file.
- D. **The Sheriff's Office will follow Ohio Revised Code Section 149.43 and other relevant sections of the Ohio Revised Code in releasing information from Bargaining Unit member's personnel file. The Office will notify the Bargaining Unit member of all such requests made by the public under O.R.C. 149.43.**

ARTICLE 11: WORK RULES - GENERAL ORDERS

A. The Sheriff agrees that the general orders shall be applied equitably.

ARTICLE 12: LEAVES AND LEAVES OF ABSENCE

LEAVE WITHOUT PAY

Employees may be granted the following types of unpaid leaves of absence:

A. Disability Leave

A physically incapacitated employee may request a disability leave. A disability leave may be granted for a period of up to three (3) years when the disability continues beyond accumulated sick leave rights and provided the employee is:

1. hospitalized or institutionalized;
2. on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. is declared incapacitated for the performance of the duties of his/her position by a licensed physician designated by the Employer. It is the employee's responsibility to request a disability leave and such leave is not granted automatically when the employee's sick leave has expired.

B. Educational Leave

An educational leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to **the Sheriff's Office by improved performance at any level; or for voluntary service in any** governmentally sponsored program of public betterment.

An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

C. Maternity Leave

Upon request to the Employer, an employee who becomes pregnant shall be granted maternity leave of absence without pay. If she wishes, the employee may use any or all of her accrued sick leave and vacation leave for pregnancy before going on maternity leave prior to the birth of the baby, and for the recovery period, subject to Article 22, or sick leave.

If more than five (5) days of sick leave is requested for recovery, a medical statement is required. Should the maternity leave of absence without pay exceed six (6) months, the employee may request and be granted a disability leave.

If the Employer has reason to believe the employee's pregnancy is inhibiting the usual performance of duties, he may order, in writing, that the employee begin sick leave, vacation leave or maternity leave at an earlier date than that selected by the employee.

The employee may appeal such action through the grievance procedure. Medical data supporting the employee's case must accompany the appeal.

D. Personal Leave

The Employer may grant a leave of absence to any employee for a maximum duration of six months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with his request for leave.

E. Authorization for Leave

The authorization of leave of absence without pay is solely a matter of administrative discretion except as required under the FMLA. The Employer shall decide in each individual case if a leave of absence is to be granted. Should the Employer deny the leave request, a written reason for the denial shall be given to the employee. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard Request for Leave Form.

F. Sick Leave Credit and Vacation Credit During Leave

An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

G. Abuse of Leave

If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis. An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause, within the various maximum time limits established under this Article.

LEAVES WITH PAY

Employees may be granted the following types of paid leaves of absence:

A. Court Leave - Jury and Witness Duty

An employee serving jury duty will be granted time off with pay for the time lost during his regular workweek. Employees shall turn in their jury duty slips upon

completion of jury service and shall be paid the difference between the jury duty and regular pay. If an employee is excused from jury duty during his workday he shall report back to work within a reasonable amount of time.

Employees will honor any subpoena issued to them, including those for Workers' Compensation, unemployment compensation and Board of Review hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation.

B. Military Leave

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of the other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) working hours in any one calendar year.

The employee is required to submit to the Employer an order to statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. Employees who are members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

C. Family and Medical Leave

1. In accordance with the Family and Medical Leave Act of 1993, Bargaining Unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid leave for the following reasons:

- a. the birth of and care for a newborn son or daughter;
- b. for a placement of a son or daughter with the Bargaining Unit member for adoption or foster care;
- c. to care for a seriously ill spouse, child or parent; or
- d. because of their own serious health condition. Entitlement to leave pursuant to 1 (a) or 1 (b) above shall end upon the child

reaching age one (1) or twelve (12) months after the date of adoption or foster placement.

2. Bargaining Unit members must give the County at least a thirty (30) days notice, or as much notice as is practicable in foreseeable situations.
3. After applying for leave under this Section, Bargaining Unit members may be required to use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid sick leave and 8 weeks of unpaid leave combination.)
4. Provided the Employer notifies the employee of such a requirement upon request for leave, medical certification shall be required to substantiate leave for the reasons stated in 1 (C) and 1 (D) above with the Employer having the option of second opinion at the Employer's expense. Medical certification shall include the following:
 - a. the date the condition began;
 - b. the probable duration of the condition;
 - c. appropriate medical facts regarding the condition and the necessity for leave; and
 - d. a statement that the Bargaining Unit member is unable to perform the essential functions of his/her position during this period of leave.
5. Bargaining Unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual Agreement between the Employer and the employee and provided all requirements set forth above have been satisfied.
 - a. When a Bargaining Unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the Employer may temporarily transfer the Bargaining Unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the Bargaining Unit member shall be restored to his/her former position or an equivalent position.
6. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Employer paying the Employer's share of the health insurance premium. The employee must make arrangements to continue payment for any portion of the health insurance premium, which he or she is

obligated. The Employer may recover any premiums paid if the employee fails to return to work for a period of at least thirty (30) calendar days, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the Bargaining Unit member's control.

7. For the purposes of this Article, the following definitions shall apply:
 - a. "Serious Health Condition" - an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.
 - b. "Reduced Leave Schedule" - a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of a Bargaining Unit member.

ARTICLE 13: LABOR/MANAGEMENT MEETINGS

- A. In the interest of sound Labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer or his designee shall meet with not more than five (5) representatives of the Local Labor Council, and no more than one outside representative, to discuss pending problems and to promote a more harmonious Labor/management relationship. This meeting shall be convened within a reasonable amount of time from the written request by either party for the meeting.

- B. An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting, and the names of those FOP representatives who will be attending. The purpose of such meetings shall be to:
 - 1. Discuss the administration of this Agreement.
 - 2. Notify the FOP of changes made by the Employer, which affect Bargaining Unit members of the FOP.
 - 3. Discuss grievances, which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
 - 4. Disseminate general information of interest to the parties.
 - 5. Discuss ways to increase productivity and improve efficiency.
 - 6. Discuss ways to increase health and safety matters relating to employees.

- C. It is further agreed that if special Labor-management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

- D. Meetings conducted during the working hours of any Bargaining Unit employee in attendance shall not be cause for any loss of pay.

ARTICLE 14: VACANCY, PROMOTION AND TRANSFER

- A. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the Employee's bulletin board for fourteen (14) days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or applicants who do not meet the minimum qualifications for the job.
- B. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. When the Employer is notified that a temporary vacancy is going to exceed forty-five (45) days, the Employer will post the position as temporary under this Article 14.
- C. All timely-filed applications shall be reviewed and scored on a basis of one to ten points considering the following criteria: a) qualifications in posting, b) experience, c) education, d) work record, e) previous job performance, f.) disciplinary record, g) physical and mental capability and h) the ability to perform the essential functions of the position.
- D. Once the selection has been made on the basis of this Article, the Employer will notify all applicants of the selection.
- E. The Employer shall give first consideration to those timely filed applications of employees who are in the same assignment and/or classification of the vacant position and are, therefore, requesting a lateral transfer to the vacant position.
- F. The term promotion, for purpose of this Agreement, shall mean the act of placing an individual in a position, which carries a lower number below on the list than that previously held.
 - 1. Sergeants
 - 2. Deputies
 - 3. Civilian Sergeants
 - 4. Corrections Officers
 - 5. Dispatchers
 - 6. Clerks, Secretaries, and Cooks
- G. The position shall be awarded to the individual who the Employer determines best meets the criteria outlined in paragraph C. When an employee is selected, he shall be compensated at the appropriate rate on the first day he is assigned and works in the new position.
- H. If two or more employees are considered by the Employer to be substantially equal in meeting the criteria outlined in paragraph C above, then seniority shall govern in awarding of the position.

ARTICLE 15: PROBATION PERIODS

- A. Effective with the signing of this Agreement, every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) year or fifty-two (52) work weeks in paid status upon satisfactory completion of training in Bargaining Unit (A), (B), (E) and (F), thirty-six (36) weeks in paid status in Bargaining Unit (C), and twenty-four (24) weeks in paid status in Bargaining Unit (D). A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal, nor a pre-disciplinary hearing.

- B. An employee promoted out of Bargaining Unit A-1 (Deputies) to Unit B (Sergeants) shall serve a one (1) year probationary period. Employees promoted from Bargaining Unit E (Civilian Correctional Officer) to Bargaining Unit B – (Sergeants) shall serve a one (1) probationary period, as will Bargaining E (Civilian Correctional Officer) employees who have completed the 1 year in Article 15A, promoted to Deputy. Dispatchers (Unit C), Clerk/Secretaries and Cooks (Unit D) will serve a one year probationary period when promoted to Bargaining Unit A (Deputies) or Unit E (Civilian Correctional Officer). Any employee promoted from Clerk/Secretary and Cooks (Unit D) to Dispatcher (Unit C) shall be required to successfully complete a probationary period of ninety (90) days. An employee hired or promoted into Bargaining Unit (E) – (Civilian Sergeants) shall serve a one (1) year probationary period. An employee serving a promotional probationary period whose performance is unsatisfactory shall be returned to their former position and shall have no rights to file a grievance or appeal to arbitration their promotional probationary removal under this or any other article of this Agreement. Promotional probationary removals do not require a pre-disciplinary hearing.

- C. Any employee can request an exit conference who fails to satisfactorily complete their probationary period, probationary removals and any removals during which the initial probationary period was mutually extended are not grievable.

- D. Employees who fail their promotional probationary period are not eligible to bid the same position for a twelve (12) month period from the effective date of the promotional probationary removal.

ARTICLE 16: WAIVER IN CASE OF EMERGENCY

- A. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State legislature, or the Sheriff, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer.
 - 1. time limits for the Employer's and/or the employee's filing of, or replies on grievances; and
 - 2. all work rules and/or agreements and practices relating to the assignment of employees.

- B. Upon termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievances, had properly progressed, prior to the emergency.

ARTICLE 17: UNIFORM ALLOWANCE

- A. The Employer agrees to provide a uniform and equipment allowance to employees who have uniform dress code requirements in the following manner:
1. On January 15 of each year, each non-probationary employee (with the exception of bargaining units C and D members) who have less than thirty six months **of employment with the Scioto County Sheriff's Office** as of January 1st, shall receive a uniform credit of \$600.00 at a uniform and equipment supply store or stores to be used solely for the purchase of uniforms and equipment required by the employer. Those employees with more than thirty six years of service as of January 1st shall receive a one-time payment of \$400.00 for the purpose of maintaining required uniforms and equipment. The employer agrees to issue a sufficient number of uniforms to newly hired (probationary employees) assigned to jail or road patrol duties. In the event a probationary employee fails to successfully complete his/her probationary period, the financial costs associated with issuing the uniform items shall be pro-rated and deducted from his/her final paycheck.
 2. In addition to the above, the Employer shall replace at no cost to the employee, any uniform, accessories or personal items that are damaged or destroyed in the line of duty or scope of employment, unless the negligence of the employee causes the loss. Any such incident shall be reported to the Employer or his designee who shall make the appropriate allowance to replace the uniform or piece. The employee shall make every effort to obtain reimbursement from the individuals who caused the damage, if any.
- B. Employees receiving uniforms shall be responsible for the cleaning and maintenance of their uniforms and equipment and shall present themselves for duty in accordance with the proper dress code as established by the Employer. Any new equipment required by the Employer shall be provided to the employee at the Employer's expense.
- C. All uniforms, accessories, and other items of clothing purchased by the Employer shall remain the property of the County for the period of one (1) year from the date of purchase, and shall thereafter become the property of the employee. Upon termination of employment, the employee shall be financially liable to reimburse the employer for any items purchased in the previous twelve (12) month period. For those employees receiving the one-time payment of \$400.00 and who leave employment prior to December 31st shall also be financially liable to reimburse the employer for the time period of non- employment during the current year. The cost shall be pro-rated and deducted from his/her final paycheck.
- D. All of the above purchases must occur between January 15th and October 15th of each year and be pre-approved and be made from a store or stores designated by the Sheriff. No employee shall be permitted to incur an expense from their uniform allowance after October 15th of any year.

ARTICLE 18: OCCUPATIONAL SAFETY AND EQUIPMENT

- A. The Employer agrees to provide safe working conditions and agrees to maintain all equipment provided to the employee in a safe condition.
- B. Bargaining Unit members agree to abide by all reasonably promulgated safety rules and regulations.

ARTICLE 19: PROFESSIONAL LIABILITY INSURANCE

A. The Employer shall provide professional liability insurance.

ARTICLE 20: DISTRIBUTION OF OVERTIME

- A. The Employer shall establish a procedure that allows for equitable scheduling of overtime opportunities for all members within a job classification. This does not mean that overtime hours shall be equaled, but they shall be offered on an equitable basis. Court time shall not be considered in this equalization. The parties may enter into a memorandum of understanding as to inclusion and exclusion of overtime call-outs.
- B. When any County function requires the Sheriff's Office Deputies, the opportunity shall be offered to all full-time employees before the opportunity is offered to any part-time, reserve, auxiliary or special officers. This work shall be offered on an equal basis as described in paragraph A.
- C. The Sheriff will establish and maintain separate overtime lists for each of the Bargaining Units, as defined in Article 2: Recognition.
 - 1. Toward this end, the Sheriff shall post and maintain an overtime roster. This roster shall include a list of members of the Bargaining Unit and an updated total of hours worked, and hours refused by each employee. Hours refused by a member of the Bargaining Unit shall be credited in the same manner as hours actually worked. Inability to contact a member of the Bargaining Unit shall count as a refusal and date and time of the attempt to contact the member of the Bargaining Unit shall be noted on the log. Errors in the distribution of overtime opportunities shall be corrected at the next opportunity for overtime. Scheduled overtime opportunities are those known to the Employer eight (8) or more hours in advance.
 - 2. Incidental overtime opportunities, which result from last minute call-offs or other unforeseen circumstances, shall be first offered to the fulltime members of the Bargaining Unit working the previous contiguous shift, in order of seniority from most to least senior. If the opportunity is refused, it shall be offered to full-time members of the Bargaining Unit scheduled for the contiguous shift immediately following the shift on which the opportunity occurs. This offering shall also be made on the basis of seniority from most to least senior. Incidental overtime worked or refused shall be credited on the overtime roster referred to in paragraph 1, above. Incidental overtime opportunities are those known to the Employer less than eight (8) hours in advance.
 - 3. If the proper procedure above has been followed and sufficient manpower has not been obtained to fill the overtime opportunity, then the Sheriff may fill the remaining manpower requirement for the overtime detail by either offering the opportunity to a qualified member of another Bargaining Unit covered under this Agreement, or by mandatory assignment of the least senior member of the Bargaining Unit available for work or a Special Deputy at the Sheriff's discretion.
- D. No primary road deputy work shall be performed by special deputies exclusive of process service, the latter may be performed by special deputies. The Sheriff, at his discretion, may use special deputies to fulfill jailer and dispatching functions.

ARTICLE 21: NO STRIKE/NO LOCKOUT

- A. The Labor Council agrees to the essential nature of services provided by its members in protecting the public's health and safety. In recognition of this fact, the Labor Council agrees that there shall be no work interruptions, slowdowns, strikes or sympathy strikes at any time. In the event of unauthorized interruptions the Union agrees that it shall join the Employer in requiring its members to return to work immediately.
- B. The Employer agrees that there shall be no lock out of Bargaining Unit employees during the term of this Agreement.
- C. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

ARTICLE 22: VACATIONS

This Article supercedes Ohio Revised Code 9.44 and Ohio Revised Code 325.19 as it pertains to this article and vacation accumulation and calculation credit.

A. Vacation Crediting

All full-time employees, will be entitled to earn vacation leave with pay in accordance with this article as listed below:

1. Less than one (1) full year of service – No Vacation
2. One (1) full year of service – 3.1 hrs./80 hrs. worked (80 hrs./2 weeks)
3. Eight (8) full years of service – 4.6 hrs./80 hrs. worked (120 hrs./3 weeks)
4. Fifteen (15) full years of service – 6.2 hrs./80 hrs. worked (160 hrs./4 weeks)
5. Twenty (20) full years of service – 7.7 hrs./80 hrs. worked (200 hrs./5 weeks)

Effective January 1, 2007, newly hired employees will receive only forty (40) hours of vacation after completion of their first year of service.

Employees who have completed 8, 15 and 20 years of service will have 40 hours of vacation credited to their vacation bank in a lump sum on their completed anniversary.

To be vacation leave eligible, an employee must have one year of service before taking vacation hours, an employee may take vacation after one full year of office service. For employees hired after January 1, 2007, service is defined as service only **with the Scioto County Sheriff's Office. Any employee who becomes employed by the Scioto County Sheriff's Office after retirement from one of the State's Retirement System shall not have any prior service credit counted for vacation eligibility.**

B. Vacation Usage

Each employee entitled to vacation will schedule at least one (1) week (five 5) days) of vacation on consecutive days. Upon scheduling of at least one (1) week, the balance of any vacation may be taken in units of not less than one (1) day.

An employee shall have the right to take vacations according to his/her Office seniority, subject to the scheduling requirements of the Office and in accordance with the selection procedures of paragraphs C and D of this Article.

C. Non-Prescheduled Vacations

An employee requesting a one (1) day non-Prescheduled vacation must submit his request to his immediate supervisor at least three (3) workdays prior to commencement of such leave. Any request of a vacation of more than one (1) day must be submitted five (5) workdays prior to commencement of such leave. All vacation requests are subject to the approval of the Employer. This provision may be waived at the discretion of the Employer.

D. Vacation Scheduling

The order of selecting a vacation shall be by classification seniority. No more than one (1) employee covered hereunder on each respective shift shall be permitted vacation leave at any one time unless authorized by the Employer. In order to be granted preference hereunder, requested vacation time must be submitted to the employee's immediate supervisor by April 15 of each calendar year.

E. Accumulation

Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the employee's next anniversary date of employment. The Employer may permit an employee to accumulate vacation from year to year. Said year to year period shall not exceed three (3) years in number.

F. Recall to Duty

Employees on vacation may be recalled to duty only for true emergency situations.

G. Holidays, Occurring During Vacation

Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

H. Separation Pay

Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued but unused vacation leave to his credit at the time of separation up to six (6) weeks maximum accumulation. In case of death of an employee, such unused vacation leave shall be paid to his estate or to a designated beneficiary.

ARTICLE 23: TRAINING EXPENSES

- A. The employee shall be considered in paid status for any course work performed at the Ohio Police Officers Training Academy in London, Ohio, if the Employer has given prior approval for the employee's attendance. All other training required of the employee by the Employer shall be at the Employer's expense and all members undertaking required training shall be in a paid status during the training session. Any elective or non-required training for which an employee volunteers may be arranged with the Employer and shall be in an unpaid status.
- B. Training opportunities will be made available in a fair and equitable manner. The Employer will attempt, with the availability of funds in his budget, to provide 20 hours training annually per employee in Bargaining Units A, B, C, D and E.
- C. The Employer agrees to provide all state-mandated training as may be required by the State of Ohio to all members of the Bargaining Units at the Employer's expense and on a paid status.
- D. A new employee of the Office hired as a Deputy, Corrections Officer or Dispatcher who receives County paid training (tuition to the Ohio Peace Officers School or as required by OPOTA or 911 Training Dispatcher, 480 hours) in order to attain certification as a sworn deputy under O.R.C. Section 311.04 will agree, as a condition of employment, to work for the County for a period of twelve (12) months after completion of the training or to reimburse the County a prorated share of the training, if the employee leaves voluntarily. The prorated amount will be determined by the percentage amount of the twelve (12) month period completed multiplied by the tuition costs. (Months completed divided by 12 months = %; % multiplied by tuition cost = amount to be repaid. Example: employee worked 6 months $.5 \times \$675 = \337.50 .)

ARTICLE 24: FUNERAL LEAVE

- A. An employee shall be granted up to forty (40) hours of paid leave of absence in the event of the death of a member of his/her immediate family as listed below provided one (1) day of the leave is the day of the funeral and the other thirty-two (32) hours are continuous with the hours used on the day of the funeral. In the event the funeral is conducted on a non scheduled work day, the employee shall still be entitled to forty (40) hours of paid funeral leave provided the hours are continuous with the day of the funeral. The first twenty-four (24) hours of paid leave shall not be deducted from any accumulated paid leave balances while the last sixteen (16) hours of paid leave shall be charged against the employees accumulated paid sick leave. If additional time is needed, the Sheriff may grant additional time off without pay.

- B. An employee shall be granted up to thirty two (32) hours of paid leave of absence in the event of the death of a member of his/her immediate family as listed below provided one (1) day of the leave is the day of the funeral and the other twenty-four (24) hours are continuous with the hours used on the day of the funeral. In the event the funeral is conducted on a non scheduled work day, the employee shall still be entitled to thirty-two (32) hours of paid funeral leave provided the hours are continuous with the day of the funeral. Paid leave of absence shall be deducted from the employees' accumulated paid sick leave.

- C. An employee shall be granted up to twenty-four (24) hours of paid leave of absence in the event of the death of a member of his/her immediate family as listed below provided one (1) day of the leave is the day of the funeral and the other sixteen (16) hours are continuous with the hours used on the day of the funeral. In the event the funeral is conducted on a non scheduled work day, the employee shall still be entitled to twenty-four (24) hours of paid funeral leave provided the hours are continuous with the day of the funeral. Paid leave of absence shall be deducted from the employees accumulated paid sick leave.

- D. For the purpose of this Article, the immediate family member being referred to in each of the sections above shall be defined as:

Section A: 1. spouse, 2. child, 3. mother and 4. father
Section B: 5. brother, 6. sister, 7. grandparents, 8. grandchild and 9. step child
Section C: 10. daughter-in-law, 11. son-in-law, 12. mother-in-law, 13. father-in-law, 14. brother-in-law, 15. sister-in-law, 16. step father, 17. step mother

- E. Request for funeral leave shall be submitted immediately and shall identify the name of the deceased and the relationship to the employee as defined in sections A thru C. If requested by the employer, the employee shall immediately provide proof of relationship of the deceased to the employee. Failure to provide acceptable proof shall result in the leave being denied.

ARTICLE 25: HOURS OF WORK AND OVERTIME

- A. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week. However, the standard fourteen (14) day pay period for the Sheriff's Office is eighty (80) hours. Any reduction in the standard work cycle shall be uniformly applied to all employees in the Sheriff's Office and shall be only for lack of funds.
- B. Any hours in excess of sixteen (16) in a twenty-four (24) hour period or in excess of forty (40) hours in a seven (7) day work cycle shall be compensated at time and one-half (1.5) the employee's regular hourly rate of pay for Bargaining Units A, B, C, D, and E. Overtime compensation shall be one and one half (1 ½) in either overtime pay or compensatory pay at the discretion of the employee.
- C. If it becomes necessary to adjust an employee's scheduling during a two-week or twenty-eight (28) day work cycle, the employee may request the starting date and time that such schedule adjustment is to begin. Such request shall be granted unless the requested time conflicts with the operational needs of the Office, or falls outside the work week in which the adjustment is being made. Employees who work more than eight (8) hours in a twenty-four (24) hour period and have their schedules adjusted will be credited one and one half (1.5) hours on the adjustment for each hour of overtime. No Bargaining Unit member shall be scheduled for less than four hours of work without the express consent of the employee.
- D. An employee shall have the right of refusal for any overtime in excess of sixteen (16) consecutive hours worked in any twenty-four (24) hour period, provided that the employee informs the Sheriff or the supervisor on duty when the overtime is assigned of his refusal of said overtime. This Section shall not apply in case of an emergency.
1. The exception to the sixteen (16) consecutive hours listed above will be employees starting any eight (8) hour shift between 10:00 p.m. to 5:00 a.m. may only be held over by mandation up to four (4) hours.
- E. Semi-annually, the Sheriff shall post a work listing the shifts, with days off and requirements for each of the classifications and assignments of the Office. The work schedule shall be posted for bid not less than thirty (30) days prior to the effective date. As near as possible, as the operating requirements permit, the Bargaining Unit members will select their assignments in the classification by classification seniority providing they have the qualifications and can perform the essential functions of the position/schedule they select. Non-Emergency schedule changes shall require a minimum of twenty-four (24) hour prior notice.
- F. Court Time

Members required for court appearance which connect or overlap scheduled hours will be paid at 1.5 times their regular hourly rate for the time actually worked outside the normal shift, except that the member's shift may be rescheduled to minimize or eliminate the overtime by mutual Agreement. A member shall be paid at the rate of 1.5 times his

regular hourly rate for any job-related court appearance on the employee's scheduled day off with a guaranteed minimum of two (2) hours. Upon completion of the court appearance the member shall not be required to stand by or perform other work to finish out the minimum time period.

There shall be no pyramiding of court appearances for inclusion in any further computation for compensation or benefits for such time.

G. Nonduplication/Pyramiding

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision in this Agreement. Hours paid for sick leave, vacation, jury duty, holidays not worked and funeral leave will not be figured or used in the computation of overtime. If an employee is mandated to work, then personal leave/days, vacation, jury duty, holidays not worked funeral leave, and compensatory time shall count as hours worked within the same period.

- H. In lieu of overtime pay, an employee may elect to take compensatory time at the rate of one and one half (1½) hours compensatory time for each hour of overtime worked. Employees may accumulate up to a maximum of one hundred and twenty (120) eighty (80) hours of compensatory time in the compensatory time bank. Compensatory time off will be taken in increments of one (1) hour or more with prior approval of the Sheriff or his/her designee. Upon separation of service for any reason, the employee or their **beneficiary shall be paid at the employee's current rate of pay for all accumulated, but unused compensatory time.** Once per calendar year each employee shall have the option to request a cash payment for up to eighty (80) hours of accumulated but unused compensatory time. A request for such payment shall be made in writing and submitted between April 1st and May 31st of any calendar year. Payments will be made no later than the second payroll in June of the year in which the request is made. Employees requesting cash payouts will be required to have a minimum of forty-one (41) accumulated hours of compensatory time and shall be paid for forty one (41), up to a maximum of eighty (80) hours **at the employee's current rate of pay.**

ARTICLE 26: DUES DEDUCTIONS AND UNION REPRESENTATIVES

- A. The Employer and the Labor Council recognize the right of employees to form, join and participate in activities of employee organizations and the right of employees to refuse to form, join and participate in such activities.
- B. The Employer agrees to deduct regular dues for members in the amount determined by the Union after proper written notification. The total deducted amount shall be transmitted to the Labor Council as soon after the first working day of the month as is possible. If any unforeseen delay occurs, the Labor Council will be notified immediately.
- C. The Employer agrees to deduct from the wages of any employee who is a member of the Labor Council, all Council membership dues uniformly required. The Labor Council will notify the County Auditor annually of the dues and fair share fee it charges and will update this information as needed with a minimum sixty (60) day notice of any changed amounts.
- D. The Labor Council agrees to indemnify and save harmless Scioto County and the Scioto County Sheriff s Office and their agents against any and all claims that may arise out of or by reason of action taken by the Employer in reliance upon any authorization cards submitted by the Labor Council to the County, or in reliance on any list, notice or assignment furnished under such provision.
- E. The Employer shall be relieved from making such individual check-off deductions upon:
 - 1. termination of employment;
 - 2. transfer or promotion to a job other than one covered by the Bargaining Unit;
 - 3. layoff from work;
 - 4. an agreed unpaid leave of absence; or
 - 5. revocation of the check-off authorization in accordance with its terms and with applicable law.
- F. The Employer shall not be obligated to make dues deductions from any Bargaining Unit member who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.
- G. It is specifically agreed that neither the Bargaining Unit members nor the Labor Council shall have claims against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within ninety (90) days after the date such an error was made. It will be corrected at the next pay period that Labor Council dues would normally be deducted by deducting the proper amount.
- H. All members of the Bargaining units shall either become dues paying members of the FOP, Ohio Labor Council, or as a condition of continued employment, remit to the Labor

Council a fair share fee in an amount to be determined by the FOP/OLC Board. This amount shall be deducted from the wages of all such non-member employees on the same basis as the deductions made for dues from members of the Labor Council. Nothing in this Section shall be construed to require any employee to become a member of the Labor Council.

- I. The Employer agrees to notify the Labor Council of any new employees hired in the Bargaining Unit, any employees removed from the Bargaining Unit for any reason, and any changes in the structure of the Office that would affect this Agreement.
- J. Any employee shall either pay dues or a fair share fee for the life of this Agreement. If the County should be required to actually make a fair share fee deduction, upon request by the County Auditor, the FOP/OLC will provide to the Auditor a copy of its most recent annual audit summary sheet along with a copy of its internal rebate procedure.
- K. The Labor Council agrees to indemnify and save the Employer harmless in the event of any legal controversy with regard to the application of this provision. All dues and fair share fees collected shall be paid over by the Employer once each month to the FOP, Ohio Labor Council.

ARTICLE 27: WAGES

The Parties agree that pay steps will be calculated by time spent in that classification only. The parties further agree that the individuals in the classification of Sergeants on January 1, 2009 are grandfathered in as to their seniority and time in classification.

- A. Effective January 1, 2015 the parties agree to a .53 (fifty-three) cent across the board wage increase for all. Effective January 1, 2016 the parties agree to a 3.1% (three point one percent) across the board wage increase for all steps and again on January 1, 2017 the parties agree to a 3.1% (three point one percent) across the board wage increase for all steps. The increased hourly rates are listed in the schedule below:

| | Step 1 0-6 mos | Step 2 7-12 mos | Step 3 13-48 mos | Step 4 49-72 mos | Step 5 73-96 mos | Step 6 97 + mos |
|-----------------|-------------------|--------------------|---------------------|---------------------|---------------------|--------------------|
| <u>Dispatch</u> | | | | | | |
| <u>Clerks</u> | | | | | | |
| <u>Cooks</u> | | | | | | |
| Hourly | | | | | | |
| 2015 | \$14.11 | \$14.38 | \$15.15 | \$15.68 | \$16.21 | |
| 2016 | \$14.55 | \$14.83 | \$15.62 | \$16.17 | \$16.71 | |
| 2017 | \$15.00 | \$15.29 | \$16.09 | \$16.67 | \$17.21 | |

| | Step 1 0-6 mos | Step 2 7-12 mos | Step 3 13-48 mos | Step 4 49-72 mos | Step 5 73-96 mos | Step 6 97 + mos |
|--------------------|-------------------|--------------------|---------------------|---------------------|---------------------|--------------------|
| <u>Corrections</u> | | | | | | |
| <u>Officers</u> | | | | | | |
| Hourly | | | | | | |
| 2015 | \$14.22 | \$15.00 | \$15.49 | \$16.03 | \$16.45 | \$17.04 |
| 2016 | \$14.66 | \$15.47 | \$15.97 | \$16.53 | \$16.96 | \$17.57 |
| 2017 | \$15.11 | \$15.95 | \$16.47 | \$17.04 | \$17.49 | \$18.11 |

| | Step 1 0-6 mos | Step 2 7-12 mos | Step 3 13-48 mos | Step 4 49-72 mos | Step 5 73-96 mos | Step 6 97 + mos |
|--------------------|-------------------|--------------------|---------------------|---------------------|---------------------|--------------------|
| <u>Corrections</u> | | | | | | |
| <u>Recruit</u> | | | | | | |
| Hourly | | | | | | |
| 2015 | \$10.08 | | | | | |
| 2016 | \$10.39 | | | | | |
| 2017 | \$10.71 | | | | | |

| | Step 1 0-6 mos | Step 2 7-12 mos | Step 3 13-48 mos | Step 4 49-72 mos | Step 5 73-96 mos | Step 6 97 + mos |
|---------------|-------------------|--------------------|---------------------|---------------------|---------------------|--------------------|
| <u>Deputy</u> | | | | | | |
| Hourly | | | | | | |
| <u>2015</u> | \$16.24 | \$16.89 | \$18.10 | \$18.65 | \$19.41 | \$20.11 |
| <u>2016</u> | \$16.74 | \$17.41 | \$18.66 | \$19.23 | \$20.01 | \$20.73 |
| <u>2017</u> | \$17.26 | \$17.95 | \$19.24 | \$19.83 | \$20.63 | \$21.37 |

| | | | | | |
|---------|----------|-----------|-----------|-----------|----------|
| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| 0-6 mos | 7-12 mos | 13-48 mos | 49-72 mos | 73-96 mos | 97 + mos |

Deputy
Recruit

| | |
|--------|---------|
| Hourly | |
| 2015 | \$12.20 |
| 2016 | \$12.58 |
| 2017 | \$12.97 |

Sergeants
(Sworn)

| | |
|--------|---------|
| Hourly | |
| 2015 | \$21.54 |
| 2016 | \$22.21 |
| 2017 | \$22.90 |

Sergeants
(Civilian)

| | |
|--------|---------|
| Hourly | |
| 2015 | \$19.16 |
| 2016 | \$19.75 |
| 2017 | \$20.36 |

- B. The wages indicated are for illustrative purposes only and they do not represent a guaranteed salary; the hourly rate is accurate. The Recruit rate will be paid in each classification until the Sheriff is satisfied the employee has completed the required training and orientation. Deputy Sheriffs assigned to the Detective Division shall receive an additional .75 cent incentive added to their normal step wage while assigned in the Detective Division. Detectives who leave or are removed from the Detective Division shall forfeit the additional incentive and said reduction in wages shall not be considered a demotion.
- C. Township Contract and/or Grants
1. **Both the Fraternal Order of Police (employees) and the Scioto County Sheriff's Office** (employer) mutually agree that all contractual positions shall be considered as temporary positions and shall be filled as temporary re-assignments. Contractual positions shall not be subject to Article 14 pertaining to vacancy, promotion and transfer or Article 25 pertaining to scheduling.
 2. There is a mutual understanding that these positions may require that the Sheriff make special accommodations to satisfy the communities contracting for these services and these efforts will assist in ensuring that the contractual agreements will be renewed in the future.
 3. The Sheriff agrees to allow all employees an equal opportunity to be temporarily re-assigned to any contractual position but reserves the right to remove anyone from these positions.

D. On Duty Injury

In the event of any verifiable on-duty injury, the Employer shall cover the employee's hospitalization and insurance benefits for a period of up to ninety (90) days after the expiration of all accumulated leave of the employee

E. Each Bargaining Unit member shall accrue longevity entitlement following completion of his/her eighth (8th) year of continuous service, and shall accrue at the rate of twenty-five and no/100th dollars (\$25.00) per year for each year in excess of eight (8) years.

The longevity shall be paid in a lump sum with the first paycheck after January 1st on an annual basis.

F. It shall be mutually agreed upon that the employee shall be responsible to notify the employer in writing that he/she will qualify for a step wage increase indicating the current step and wage amount, the new step and wage amount and the date the new step wage increase takes effect. Notice shall be submitted no earlier than forty-five days prior to the effective date. Any employee who fails to submit written notice in a timely manner and/or fails to give a minimum fourteen day notice relieves the employer from back-pay compensation to the employee.

ARTICLE 28: INSURANCE

- A. The Scioto County Board of Commissioners shall have the sole determination of what health insurance plan(s) the Bargaining Unit members have available. The Commissioners will make this determination in compliance with O.R.C. 305.17.1. The plan(s) offered will contain substantially similar benefits as those presently being offered at the execution of this Agreement. The County will continue efforts at implementing cost containment measures to help maintain the cost of benefits.

- B. The County will pay a share of the premiums for health, dental, vision, surgical, major medical, and life insurance coverage up to \$1,890.15 per month for a family plan, \$635.36 per month for a single plan, \$1,387.66 per month for an employee and spouse plan and \$1,145.30 per month for an employee and child(ren) plan. The Bargaining Unit member will be responsible for any amounts over this amount and shall make whatever arrangements, if any, to meet that obligation with the County Auditor.

- C. In the event there is an increase in insurance premiums after the signing of this agreement, the Employer and the Employee agree to split the cost of increase at a rate of: 80% employers and 20% employee. In the event there is an increase in insurance premiums after the signing of this agreement and the County agrees to pay a higher rate than 80% for other County General Fund employees then that same rate shall be applied to employees covered under this contract

ARTICLE 29: SICK LEAVE

This Article supersedes the Ohio Revised Code as it relates to sick leave, sick usage and sick leave conversion and payment.

A. Accumulation

1. Employees shall earn and accumulate paid sick leave at the rate of 0.0575 hour for each hours worked.
2. Employees who work overtime shall earn sick leave at the rate of 0.0575 hour for each hour of overtime worked.
3. Employees shall be allowed unlimited sick leave accumulation.

B. Approved Use

1. Employees shall be granted leave with pay for actual illness or injury, confinement by reason of quarantine, serious illness of a member of the employee's immediate family who is a permanent resident in his/her home upon certification from a physician stating the employee's need to care for the ill family, and/or non-routine visit to a physician or dentist for medical care up to the number of accumulated sick days the employee has earned. Employees absent on sick leave for a period of three (3) consecutive working days shall be requested to provide a physician's statement verifying the nature of the illness and attesting to the employee's fitness to return to work.

2. **An employee injured on the job may choose to file for Workers' Compensation** rather than use his sick leave days.

3. Sick leave compensation shall be figured by using the follow system as follows:

Section A: Employees who maintain a sick leave balance of 66% or more of possible total hours accumulated while employed with the **Scioto County Sheriff's Office.**

Section B: Employees who maintain a sick leave balance of 33% or more of possible total hours accumulated while employed with the **Scioto County Sheriff's Office.**

Section C: Employees who on January 1st had a sick leave balance of less than 33% of possible total hours accumulated while employed **with the Scioto County Sheriff's Office.**

- A. Employees who use sick leave shall be compensated at a rate of 100%.

- B. Employees who use sick leave shall be compensated at a rate of 100% for twenty-four hours of sick leave per year. Any sick leave hours used per year over twenty-four hours shall be compensated at a rate of 50%.
- C. Employees who use sick leave shall be compensated at a rate of 50% for any sick leave use, shall forfeit all personal leave benefits and are restricted to using sick leave benefits solely for the employee.

Employees who use sick leave that is accompanied by a physician's statement verifying the nature of the illness and attesting to the employee's fitness to return to work shall be, compensated at a rate of 100% and those hours shall not be applied to the twenty-four hours per year as noted in section B if the Sheriff accepts the validity and adequacy of the statement. If the Sheriff questions the physician's statement he/she will notify the employee and give that employee the option of acquiring a statement that incorporates the needed information. If the employee does not submit the new statement within seven (7) days of the return of the original, the Sheriff may count the hours used against the total twenty-four hours per year.

Sick leave days used as personal days – 3 per year, shall not be included in the **calculations of "possible total hours accumulated" language nor the twenty-four hour restriction noted in sections B.**

C. Sick Leave Conversion Upon Termination

1. Employees who have attained ten (10) years of service with the Scioto County Sheriff's Office (as computed under Article 31: Seniority) may convert one-fourth (1/4th) of up to one hundred twenty (120) days of accumulated sick leave upon **termination of employment or retirement from the Scioto County Sheriff's Office.**
2. **Employees of the Scioto County Sheriff's Office who have taken a cash pay out** from any other public agency in Scioto County involving sick leave conversion (unless such conversion was caused by employee disability) shall have said number of days deducted from the thirty (30) days maximum payment they **could be entitled to from the Scioto County Sheriff's Office. This does not apply** to employees from another public agency in Scioto County whose sick leave conversion was taken because of physical or mental disability.
3. Employees who are discharged for just cause or who serve with less than ten **(10) years service with the Scioto County Sheriff's Office are not entitled** to sick leave conversion under this Article.

4. **In case of the death of an employee of the Scioto County Sheriff's, Office** accrued but unused sick leave shall be paid to said employee's estate in accordance with "1" and "2" above.
- D. Employees shall be allowed with prior approval to take three (3) personal leave days that are charged to their accumulated sick leave balance.
1. Employees must request personal leave day usage twenty-four (24) hours in advance of the requested day.
 2. Employees may take up to two (2) personal leave days from January 1 to October 15 each year. From October 15 to December 31 each year, employee may only take one (1) personal leave day.
 3. Employees are required to fill out a leave form.
 4. **Employees shall be entitled to "Personal Days" usage only after completing one year of continuous employment within the Scioto County Sheriff's Office.**

ARTICLE 30: LAYOFF AND RECALL

- A. When the Employer determines that a long-term layoff is necessary as a result of lack of funds, lack of work or position abolishment, he shall notify the affected employees and the Ohio Labor Council fourteen (14) days in advance of the effective date of layoff or job abolishment. The Employer, upon request from the Labor Council, agrees to discuss with the representatives of the Labor Council the impact of the layoff on Bargaining Unit employees.
- B. The Employer shall determine when layoffs will occur within the Bargaining Unit classifications and/or Assignments, and employees will be laid off in accordance with their office seniority and their ability to perform the remaining work available.
- C. Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work to which they are recalled without further training.
- D. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Labor Council. The Employer shall be deemed to have fulfilled his obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee. It is the employee's responsibility to maintain an accurate address with the Employer.
- E. The recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice, or is mutually agreed upon with the Employer.
- F. Any employee hired after this date shall be given credit for prior service only for the purposes of sick leave, vacation credit and retirement purposes, as per Ohio Revised Code. No person shall be given credit for prior service for the purpose of establishing office seniority.
- G. All part-time, temporary, intermittent and seasonal employees in the classification in which the layoffs occur shall be terminated or laid-off prior to any permanent fulltime member of the Bargaining Unit being laid-off. No part-time, temporary, intermittent or seasonal persons shall be employed within a laid-off classification in the Office while any Bargaining Unit member is laid off.

ARTICLE 31: HOLIDAYS

A. All employees who meet the requirements of paragraph B below shall be entitled to eight (8) hours of holiday pay for each of the following holidays:

| | |
|---------------------|--|
| Employee's Birthday | Actual date, unless that date is the same as one of the following holidays, then it shall be the day before the scheduled holiday. |
| New Year's Day | January 1st |
| Martin Luther King | Third Monday in January |
| Presidents Day | Third Monday in February |
| Good Friday | Friday before Easter |
| Memorial Day | Last Monday in May |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veterans Day | November 11th |
| Thanksgiving Day | Last Thursday in November |
| Christmas Day | December 25th |

1. An employee required to work on one of the above-listed holidays shall be paid holiday pay in addition to his regular rate of pay, at the rate of one and one-half (1- 1/2) times his regular rate of pay. An employee must work at least four (4) or more hours to be eligible for the premium. An employee who does not work on a holiday shall receive his normal rate of pay for an eight (8) hour.
2. Holidays shall consist of twenty-four (24) consecutive hours beginning at 12:01 a.m. or the nearest starting time thereto on the holiday.

B. Holiday Eligibility

1. An employee must have no less than ninety (90) calendar days since his last hire date to be eligible for holiday pay for holidays not worked and holiday pay as defined in this Article.
2. To be entitled to holiday pay an employee must work his regular schedule including the first scheduled day before and after a holiday unless such regular schedule is altered with permission of the Sheriff.
3. Rescheduling for the purpose of avoiding holiday payment on holidays is prohibited without the consent of the employee.
4. There shall be no pyramiding of holiday pay and overtime compensation, under Hours of Work and Overtime – Article 25-G.

C. Police Memorial Day

1. In observance of Police Memorial Day which occurs May 15th, the employer agrees to automatically credit each full time non-**probationary employee's** compensatory balance in an amount of four (4) hours.
2. An employee is not required to actually work on the day of the holiday in order to receive the compensatory credit. The employees account shall be credited on May 15th of each year.

ARTICLE 32: MISCELLANEOUS

- A. An employee will be considered to be on-duty at any time he is performing the obligations of the Employer if the Employer agrees, or after the Employer conducts an investigation concerning the employee's performance, and it is determined that he was carrying out his sworn duties as a law enforcement officer. Said determination shall make the employee eligible for the County liability insurance protection, and any other benefits for which an on-duty employee would be eligible.

ARTICLE 33: RESIDENCY

- A. All Bargaining Unit members hired after the effective date of this Agreement are **required as a condition of their continued employment with the Scioto County Sheriff's Office** to have their place of abode in Scioto County and to be bona fide resident of Scioto County for the life of their employment by the Scioto County Sheriff.
- B. Present Bargaining Unit members may continue to reside outside of Scioto County for as long as they maintain that residence. If the Bargaining Unit members move, they must move within Scioto County. This paragraph applies only to those Bargaining Unit members hired after the effective date of this Agreement.
- C. New employees hired into the Bargaining Unit positions must move into Scioto County within ninety (90) calendar days from the start of their employment or face termination of their employment for failure to comply with the residency requirement.
- D. Residency shall be defined as the place of abode where an individual sleeps at least four (4) nights per week and maintains his/her voter registration.

ARTICLE 34: ALCOHOL AND DRUG TESTING

- A. Alcoholism or drug abuse or addiction are recognized by the parties as interfering with the Employer's services and as posing a danger to the public's health and safety as well as that of the employees. It is recognized that the Employer and the employees have the right to insist on an alcohol and drug-free environment and to be free from direction by any individual where random drug testing with selections administered by an outside agency and where probable cause exists to believe that individual to be under the influence of alcohol or drugs. The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program.
- B. Appropriate Management or supervisory personnel may order any on-duty employee of the Office to undergo a drug or alcohol screening test either randomly or when there is probable cause to believe an employee has used or is under the influence of illicit drugs, alcohol or controlled substances while on the job. An employee may of his own volition, even if he is not ordered to do so, may undergo a drug or alcohol screening test if he is involved in an accident or injury while on the job. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.
- C. All tests will be conducted by certified professional personnel. If the tests are positive, indicating that the employee has used illicit drugs, alcohol or controlled substances, the Employer will order the employee to undergo a confirmatory test at a different laboratory if available. A positive result from an alcohol test means a level of impairment as outlined under O.R.C. 4511.19(3). The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete.
- D. If the screening test and confirmatory test are positive, the Employer may discipline the employee unless the employee enrolls in a rehabilitation or detoxification program. Such discipline will be in accordance with Article 9 of this Agreement. An employee who notifies the Employer that he is an alcoholic or drug addict may be required to participate in a rehabilitation or detoxification program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days or compensatory time while he participates in a rehabilitation or detoxification program. If no such leave credits are available, such employee will be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Employees off the payroll or on paid leave under this Section do not carry a firearm and do not possess the power of arrest. Upon the completion of such program, if a retest demonstrates that the employee is no longer abusing alcohol or drugs, the employee shall return to his position. Such employee may be subject to periodic random retesting for drugs or alcohol upon his return to his position for a period of one (1) year.
- E. If the employee:
 - 1. refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification;

2. fails to complete a program of rehabilitation or detoxification; or tests positive at any time within one (1) year after his return to work upon completion of a program of rehabilitation or detoxification, such employee shall be subject to disciplinary action up to and including discharge.
- F. All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.
 - G. The Employer shall only be liable for the costs of insurance.
 - H. The Employer shall use the drug testing procedure in good faith. It shall not be used as a method to harass employees.
 - I. Employees must notify the Employer of prescription drug use, which may affect his job performance.

ARTICLE 35: SENIORITY

A. Definition of Seniority

As used herein, the term "Office Seniority" shall refer to and be defined as the continuous length of full-time permanent service or employment in a classification covered by this Agreement from the date of first appointment to that classification with continuous service in the Office. In the case of promotion to a new classification, the date of appointment to that classification shall determine seniority rights specifically within that classification and shall be referred to as "Classification Seniority". Office seniority shall be used for the purpose of determining vacation, longevity, and any other items based on office seniority. A list shall be added to this article and updated at each contract signing.

B. Move to Non-Bargaining or movement between Bargaining Unit Positions

Any employee who leaves the Bargaining units covered by this Agreement in Article 2 - Recognition, to take a bargaining unit or non-Bargaining Unit classification in the Sheriff's Office shall have his seniority frozen in that classification. Anyone who subsequently reenters a Bargaining Unit classification for any reason shall have his seniority restored minus the time spent outside the contractually covered Bargaining Unit classification of his/her bargaining unit as defined in Article 2 – Recognition.

C. Breaks in Office Seniority

Office Seniority shall be broken when an Bargaining Unit member:

1. resigns
2. is discharged for just cause
3. is laid off for just cause, if the employee returns to work within one year his seniority continues, although time during the lay off is frozen and will not be added to his office seniority.

D. Vacation Eligibility

For purposes of vacations within the Office, office seniority shall prevail in the selection of vacation time. Once vacation time has been selected and approved, it shall not be changed without approval of the Bargaining Unit member and the Sheriff, or his designated representative.

E. Seniority List

Within thirty (30) days after the signing of this Agreement, and by January 30 of each year thereafter, the Sheriff shall provide the F.O.P. with a Seniority list. The list shall contain the name, classification, assignment, date of office seniority and date of classification seniority for each member.

F. Job Bidding

Bidding inside of a classification or assignment shall be governed by classification seniority. Bidding for promotions shall be by office seniority.

G. Ties in Seniority

Ties in classification seniority shall be broken by office seniority. Ties in office seniority shall be broken by the last four numbers of the employee's Social Security number with the lower number having higher seniority.

H. Any civilian employee that is promoted to a sworn position with the Sheriff's Office will begin receiving pay at the starting wage for that position.

I. Office seniority list as of the signing date of this Collective Bargaining Agreement is listed in Appendix A.

ARTICLE 36: INJURY LEAVE

- A. Any employee who is disabled because of an injury suffered in the active performance of law enforcement activities on behalf of the Sheriff, shall receive paid injury leave for absences due to the injury which shall not be deducted from sick leave.
- B. Injury leave shall be available for a period of (90) ninety workdays per collective bargaining agreement. After ninety work days absences due to such injury shall be charged to sick time.
- C. Specific examples of law enforcement activities where the employee would be eligible for injury leave are, officer handling a call for service is injured at the scene where he was needed. Officer in pursuit, or responding to a specific location where his assistance is needed is involved in a traffic accident. Officer pulled over on the side of the road writing a report or handling an official function such as a civil, of warrant service is struck by another vehicle. Officer is checking the cellblock in the jail, or handling an irate citizen, or is involved in an altercation. Specific examples of ineligible injury leave are, injuries resulting from horse play, or gross negligence. Officer falls while on duty and was not performing a specific law enforcement activity such as checking a business, or some suspicious conduct would not be eligible for injury leave. Officer loading his equipment to go on patrol, or to return to his assigned area of responsibility is injured would not be eligible for injury leave.
- D. Injury leave shall not be available until after the disability has extended beyond the fourteenth (14) day from the date of injury. The first fourteen days will be charged to sick leave. If the disability extends beyond fourteen days the member will be credited for the first fourteen days of sick leave and that total will be deducted from the employees (90) ninety workday total.
- E. An employee requesting injury leave shall upon the request of the Sheriff submit to an examination by the County physician who shall determine the extent of the disability.
- F. **Granting of injury leave is contingent upon the employee filing for workers' compensation and reimbursing the County with benefits received for lost wages for any time for which paid injury leave was provided. Reimbursement shall not exceed the amount paid as injury leave.**
- G. The Employer may at his sole discretion extend injury leave beyond the ninety-work day requirement.
- H. **If the employee is not approved through Workers' Compensation, the Employer may challenge injury leave as unjustified and unwarranted. They may proceed to recover losses from accumulated sick time, vacation, or holiday time, or through a mutually agreeable payroll deduction.**
- I. In order to be eligible for injury leave employees must be a full-time employee with twelve (12) months service and a minimum balance of 100 hours of sick time.

Employees who do not meet the above criteria will be eligible for injury leave at the sole discretion of the Sheriff.

- J. An employee will not be eligible for on duty injury if the injury occurs while working extra duty work, such as, but not limited to, bingo, skateland, ball games, swap days, etc. An employee will be eligible if working extra duty work that is paid for through the Sheriff's Office, such as Wayne National, Marine Patrol, P.M.H.A, ETC.

ARTICLE 37: DURATION

- A. This Agreement shall be effective as of January 1, 2015, and shall remain in full force and effect until December 31, 2017, unless otherwise terminated as provided herein.
- B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective Bargaining, and that the entire understandings and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and Labor Council and all prior agreements, practices and policies, either oral or written, are hereby canceled. Therefore, the Employer and the Labor Council, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement. The parties will comply with 4117 O.R.C.

Signed this _____ day of _____, 20_____.

FOR THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

Jason Hedrick, Staff Representative
FOP/OLC., Inc.

Adam Giles
Union Negotiating Team Member

Union Negotiating Team Member

Union Negotiating Team Member

Union Negotiating Team Member

FOR THE SCIOTO COUNTY SHERIFF

Marty V. Donini
Scioto County Sheriff

FOR THE SCIOTO COUNTY BOARD OF COMMISSIONERS

Mike Crabtree
Scioto County Commissioner

Doug Coleman
Scioto County Commissioner

Bryan Davis
Scioto County Commissioner

APPROVED AS TO FORM:

Danielle Parker, Assistant Prosecuting Attorney
Scioto County

APPROVED AS TO CONTENT

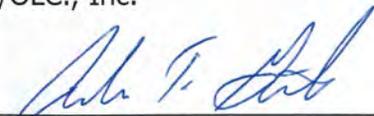
Robert W. Cross, President
Cross Management Consulting Services, Inc.

Signed this 16th day of July, 2015.

FOR THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.



Jason Hedrick, Staff Representative
FOP/OLC., Inc.



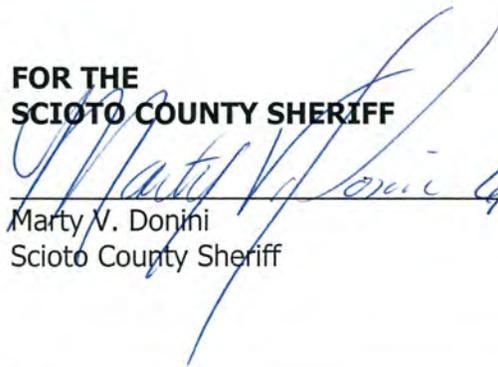
Adam Giles
Union Negotiating Team Member

Union Negotiating Team Member

Union Negotiating Team Member

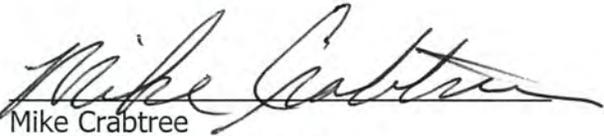
Union Negotiating Team Member

FOR THE SCIOTO COUNTY SHERIFF



Marty V. Donini
Scioto County Sheriff

FOR THE SCIOTO COUNTY BOARD OF COMMISSIONERS



Mike Crabtree
Scioto County Commissioner

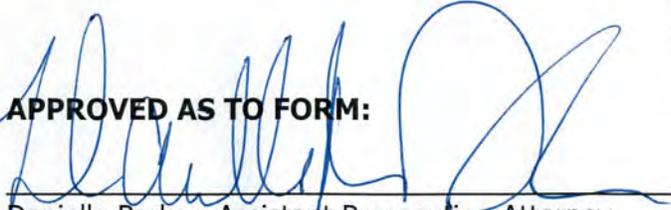


Doug Coleman
Scioto County Commissioner



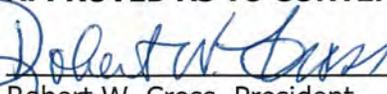
Bryan Davis
Scioto County Commissioner

APPROVED AS TO FORM:



Danielle Parker, Assistant Prosecuting Attorney
Scioto County

APPROVED AS TO CONTENT



Robert W. Cross, President
Cross Management Consulting Services, Inc.

APPROVED

BOARD OF COUNTY COMMISSIONERS
SCIOTO COUNTY, OHIO
Commissioners Journal
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Date 7-16-15